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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-221793

DATE: April 16, 1986

MATTER OF: James Smith Logging Co., Inc.

DIGEST:

1. Delay in the mail does not excuse a late bid.
2. Late bid to purchase timber from a national forest is not excused where the delay cannot be attributed to mishandling by the Forest Service after receipt at the post office or the Forest Service installation.

James Smith Logging Co., Inc., protests^{1/} the rejection of its late bid for the purchase of timber from the Chattahoochee National Forest under Forest Service sale No. 12.

We deny the protest.

The protester's bid sent by certified mail was rejected by the Forest Service because it was received the day after bid opening and was mailed only 4 days prior to bid opening. In that regard, Forest Service Manual section 2431.74-5, which governs the treatment of late bids on timber sales, provides that a late bid shall not be considered unless it is received before award is made, and either (a) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of bids or (b) it was sent by mail and it is determined that the late receipt was due to mishandling by the Forest Service after receipt at the post office or at the designated Forest Service installation.

^{1/} We consider this protest pursuant to 4 C.F.R. § 21.11 (1985). See Big Valley Lumber Co., B-221181 et al., Apr. 2, 1986, 86-1 C.P.D. ¶ _____.

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The protester contends that the bid was late because of mishandling by the Postal Service or the Forest Service and that, therefore, the bid should not have been rejected. In that connection, the protester has furnished one letter from the postmaster in Clayton, Georgia, the city where the bid was mailed, stating that the bid was mailed on January 17, 1986 (bid opening was January 21, 1986), and another letter from the postmaster in Gainesville, Georgia, the city where the bid was received, indicating that, in the normal course of handling, the bid should have been delivered in Gainesville by January 21, 1986.

Even if the bid would have been delivered to Gainesville on time under ordinary conditions, any delay by the Postal Service does not afford a basis for relief since the Forest Service Manual only exempts delays attributable to mishandling by the Forest Service after receipt at the post office or the Forest Service installation. See Sandia Die and Cartridge Co., B-218011, Mar. 13, 1985, 85-1 C.P.D. ¶ 308. Since the Forest Service received the bid from the post office the day after bid opening, the delay cannot be attributed to mishandling after receipt at the Forest Service installation. Further, in order to be able to conclude that the bid was mishandled by the Forest Service after receipt at the post office, it would have to be established that the bid actually was at that post office ready for Forest Service pickup (the Forest Service calls for its mail at the Gainesville post office) sometime prior to bid opening. E. M. Brown, Inc., B-218375, June 17, 1985, 85-1 C.P.D. ¶ 691. No evidence has been presented that the bid was waiting to be picked up prior to bid opening.

The protester also contends that, since it was the high bidder, it should have been awarded the contract. However, allowing acceptance of a late bid under these circumstances would be detrimental to the competitive bidding system. We have held that maintaining the integrity of the competitive bidding system outweighs any monetary gains that would be obtained by consideration of a late bid. Sandia Die and Cartridge Co., B-218011, supra.

for *Seignone Efron*
Harry R. Van Cleve
General Counsel